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10 DATA TRACE INFORMATION SERVICES LLC

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12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA—SOUTHERN DIVISION

14 DATA TRACE INFORMATION
15 SERVICES LLC, a Delaware limited
liability company,

16 Plaintiff,

17 v.

18 AXIS TECHNICAL GROUP INC., a
19 California corporation; and DOES 1
through 10, inclusive,

20 Defendants.
21

22 AXIS TECHNICAL GROUP, LLC, a
23 Delaware limited liability company,

24 Counter-Claimant,

25 v.

26 DATA TRACE INFORMATION
27 SERVICES, LLC, a Delaware limited
liability company,

28 Counter-Defendant.

Case No. SACV 15-01802 CJC (KES_x)

**ORDER RE:
STIPULATED PROTECTIVE
ORDER RE CONFIDENTIAL
INFORMATION**

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8 AXIS TECHNICAL GROUP, LLC
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1 In order to facilitate the exchange of information and documents that might be
 2 subject to confidentiality limitations on disclosure due to federal laws, state laws, and
 3 contractual or privacy rights, Plaintiff and Counterdefendant Data Trace Information
 4 Services, LLC (“**Data Trace**” or a “**Party**”) and Defendant and Counterclaimant Axis
 5 Technical Group, LLC (“**Axis**” or a “**Party**” and collectively with Data Trace the
 6 “**Parties**”) **HEREBY STIPULATE AS FOLLOWS:**

7 **1. PURPOSE AND LIMITS OF THIS ORDER**

8 The Parties recognize that discovery in this action is likely to involve
 9 confidential, proprietary, or private information requiring special protection from
 10 public disclosure and from use for any purpose other than this litigation, and thus
 11 present this Stipulated Protected Order Re Confidential Information (“**Order**”). The
 12 Parties recognize that this Order is not intended to and will not confer blanket
 13 protections on all disclosures or responses to discovery, and that the protection it
 14 provides from public disclosure and use extends only to the specific material and
 15 information entitled to confidential treatment under applicable legal principles.
 16 Further, the Order does not automatically authorize the filing under seal of material or
 17 information designated as confidential under this Order. Instead, the Parties agree
 18 and understand that they must comply with C.D. Cal. Local Rule 79-5.1 if they seek
 19 to file anything under seal. This Order does not govern the use at trial of material or
 20 information designated as confidential under this Order.

21 **2. DESIGNATING PROTECTED MATERIAL OR INFORMATION**

22 **2.1 Designations Defined.** As used herein, the designations
 23 “CONFIDENTIAL”, “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY”,
 24 and “HIGHLY CONFIDENTIAL – SOURCE CODE” have the following definitions.

25 **2.1.1** “CONFIDENTIAL” means any material or information that
 26 constitutes or includes confidential, proprietary, private, or other competitively
 27 sensitive information, the disclosure of which to the general public has the
 28 potential to cause harm to the Designating Party.

1 **2.1.2 “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY”**

2 means any material or information that constitutes or includes confidential,
3 proprietary, private, or other competitively sensitive information, the disclosure
4 of which has the serious potential to cause harm to the Designating Party.

5 **2.1.3 “HIGHLY CONFIDENTIAL – SOURCE CODE”** means any

6 material or information that constitutes or includes confidential, proprietary, or
7 trade secret source code.

8 **2.2 Over-Designation Prohibited.** Any Party or non-party who designates

9 material or information for protection under this Order as “CONFIDENTIAL”,
10 “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY”, or “HIGHLY
11 CONFIDENTIAL – SOURCE CODE” (a “**Designator**”) must only designate specific
12 material or information that qualifies under the appropriate standard. To the extent
13 practicable, only those parts of documents, items, or oral or written communications
14 that require protection at a given level shall be designated at that level. Designations
15 with a higher confidentiality level when a lower level would suffice are prohibited.
16 Mass, indiscriminate, or routinized designations are prohibited. Designation is
17 allowed only if the designation is necessary to protect material or information that, if
18 disclosed to persons not authorized to view it, would cause competitive or other
19 recognized harm. Material or information may not be designated as confidential if it
20 has already been made public, or if designation is otherwise unnecessary to protect a
21 secrecy interest, *provided that* a Party’s wrongful disclosure of material or
22 information that another Party asserts is confidential without such other Party’s
23 written consent shall not form the basis of an assertion that the Party asserting such
24 confidentiality can no longer protect that material or information. If a Designator
25 learns that material or information that it designated for protection does not qualify
26 for protection at all or does not qualify for the level of designation initially asserted,
27 that Designator must promptly notify all Parties that it is withdrawing or correcting
28 the mistaken designation.

1 **2.3 Manner And Timing Of Designations.** Designation under this Order
2 requires the Designator to affix the applicable legend (“CONFIDENTIAL”,
3 “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY”, or “HIGHLY
4 CONFIDENTIAL – SOURCE CODE”) to each page, object, and device that contains
5 protected material or information. For testimony given in a deposition or other
6 proceeding, the Designator shall specify all protected testimony and the level of
7 protection being asserted. It may make that designation during the deposition or
8 proceeding, or may invoke, on the record or by written notice to all Parties within a
9 week of the deposition or other proceeding, a right make its designation within 21
10 days from the date of receipt of the transcript of the deposition or other proceeding.
11 Before a designation is made, the Parties shall treat the transcript as if it were
12 designated “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY” in its entirety
13 unless otherwise agreed. After the expiration of the 21-day period, the transcript shall
14 be treated only as actually designated by the Designator.

15 **2.3.1** A Party or non-party that makes documents or material available
16 for inspection need not designate them for protection until after the inspecting
17 Party has identified which documents or material it would like copied and
18 produced. During the inspection and before the designation, all material shall
19 be treated as “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY”.
20 After the inspecting Party has identified the documents or material it wants
21 copied and produced, the producing Party must designate the documents,
22 material, or portions thereof that qualify for protection under this Order.

23 **2.3.2** A Party shall give advance notice if it expects a deposition or other
24 proceeding to include designated material or information so that the other Party
25 can ensure that only authorized individuals are present at those proceedings
26 when such material or information is disclosed or used. The use of a document
27 as an exhibit at a deposition shall not in any way affect its designation. Once
28 deposition transcripts have been designated pursuant to Paragraphs 2.2 and 2.3,

1 above, the Designator shall request that the court reporter place a legend on the
 2 title page noting the presence of designated material or information, and the
 3 title page shall be followed by a list of all pages (including line numbers as
 4 appropriate) that have been designated, and the level of protection being
 5 asserted.

6 **2.4 Inadvertent Failures To Designate.** An inadvertent failure to designate
 7 does not, standing alone, waive protection under this Order. Upon timely assertion or
 8 correction of a designation, all recipients must make reasonable efforts to ensure that
 9 the material or information is treated according to this Order.

10 **3. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

11 **3.1 Timing Of Challenges.** Any Party or non-party may challenge a
 12 designation of confidentiality at any time. Unless a prompt challenge to a
 13 Designating Party's confidentiality designation is necessary to avoid foreseeable,
 14 substantial unfairness, unnecessary economic burdens, or a significant disruption or
 15 delay of the litigation, a Party does not waive its right to challenge a confidentiality
 16 designation by electing not to mount a challenge promptly after the original
 17 designation is disclosed.

18 **3.2 Meet and Confer.** As more particularly described herein, the Parties
 19 shall meet and confer in accordance with C.D. CAL. LOCAL RULE 37-1 concerning any
 20 challenge to a confidentiality designation. The Challenging Party shall initiate the
 21 dispute resolution process by providing written notice of each designation it is
 22 challenging and describing the basis for each challenge. To avoid ambiguity as to
 23 whether a challenge has been made, the written notice must recite that the challenge
 24 to confidentiality is being made in accordance with this specific paragraph of the
 25 Protective Order. The Parties shall attempt to resolve each challenge in good faith
 26 and must begin the process by conferring directly within 10 days of the date of service
 27 of notice. In conferring, the Challenging Party must explain the basis for its belief
 28

1 that the confidentiality designation was not proper and must give the Designating
 2 Party an opportunity to review the designated material, to reconsider the
 3 circumstances, and, if no change in designation is offered, to explain the basis for the
 4 chosen designation. A Challenging Party may proceed to the next stage of the
 5 challenge process only if it has engaged in this meet-and-confer process first or
 6 establishes that the Designating Party is unwilling to participate in the meet-and-
 7 confer process in a timely manner.

8 **3.3** If the Parties cannot resolve a challenge without court intervention, the
 9 Parties shall proceed under C.D. CAL. LOCAL RULES 37-2 through 37-4.

10 **4. ACCESS TO DESIGNATED MATERIAL OR INFORMATION**

11 **4.1 Basic Principles**. A receiving Party may use designated material or
 12 information only for this litigation. Designated material or information may be
 13 disclosed only to the categories of persons and under the conditions described in this
 14 Order.

15 **4.2 Disclosure Of Material Or Information Designated**

16 **“CONFIDENTIAL” Without Further Approval**. Unless otherwise ordered by the
 17 Court or permitted in writing by the Designator, a receiving Party may disclose any
 18 material or information designated “CONFIDENTIAL” only to:

19 **4.2.1** The receiving Party’s outside counsel of record in this action and
 20 employees of outside counsel of record to whom disclosure is reasonably
 21 necessary;

22 **4.2.2** The officers, directors, and employees of the receiving Party to
 23 whom disclosure is reasonably necessary, and who have signed the Agreement
 24 To Be Bound (**Exhibit A** hereto);

25 **4.2.3** Subject to Paragraph 4.4, below, expert consultants and/or
 26 witnesses retained by the receiving Party’s outside counsel of record to whom
 27 disclosure is reasonably necessary, and who have signed the Agreement To Be
 28 Bound (**Exhibit A** hereto);

1 **4.2.4** The Court and its personnel;

2 **4.2.5** Outside court reporters and their staff, professional jury or trial
3 consultants, and professional vendors to whom disclosure is reasonably
4 necessary, and who have signed the Agreement To Be Bound (**Exhibit A**
5 hereto);

6 **4.2.6** During their depositions, witnesses in the action to whom
7 disclosure is reasonably necessary and who have signed the Agreement To Be
8 Bound (**Exhibit A** hereto); and

9 **4.2.7** The author or recipient of a document containing the material or
10 information, or a custodian or other person who otherwise possessed or knew
11 the material or information.

12 **4.3 Disclosure Of Material Or Information Designated “HIGHLY**
13 **CONFIDENTIAL – ATTORNEY EYES ONLY” Or “HIGHLY**
14 **CONFIDENTIAL – SOURCE CODE” Without Further Approval.** Unless
15 otherwise ordered by the Court or permitted in writing by the Designator, a receiving
16 Party may disclose material or information designated “HIGHLY CONFIDENTIAL –
17 ATTORNEY EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE”
18 only to:

19 **4.3.1** The receiving Party’s outside counsel of record in this action and
20 employees of outside counsel of record to whom disclosure is reasonably
21 necessary;

22 **4.3.2** Subject to Paragraph 4.4, below, expert consultants and/or
23 witnesses retained by the receiving Party’s outside counsel of record to whom
24 disclosure is reasonably necessary, and who have signed the Agreement To Be
25 Bound (**Exhibit A** hereto);

26 **4.3.3** The Court and its personnel;

27 **4.3.4** Outside court reporters and their staff, professional jury or trial
28 consultants, and professional vendors to whom disclosure is reasonably

1 necessary, and who have signed the Agreement To Be Bound (**Exhibit A**
2 hereto); and

3 **4.3.5** The author or recipient of a document containing the material or
4 information, or a custodian or other person who otherwise possessed or knew
5 the material or information.

6 **4.4 Procedures For Approving Disclosure Of Or Objecting To**
7 **Disclosure Of Material Or Information Designated “HIGHLY CONFIDENTIAL**
8 **– ATTORNEY EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE**
9 **CODE” To In-House Counsel Or Expert Consultants Or Witnesses.** Unless
10 otherwise ordered by the Court or agreed to in writing by the Designator:

11 **4.4.1** A Party seeking to disclose to in-house counsel any material or
12 information designated “HIGHLY CONFIDENTIAL – ATTORNEY EYES
13 ONLY” must first make a written request to the Designator providing the full
14 name of the in-house counsel, the city and state of such counsel’s residence,
15 and such counsel’s current and reasonably foreseeable future primary job duties
16 and responsibilities in sufficient detail to determine present or potential
17 involvement in any competitive decision-making. In-house counsel are not
18 authorized to receive material or information designated “HIGHLY
19 CONFIDENTIAL – SOURCE CODE”.

20 **4.4.2** A Party seeking to disclose to an expert consultant or witness
21 retained by outside counsel of record any material or information that has been
22 designated “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY” or
23 “HIGHLY CONFIDENTIAL – SOURCE CODE” must first make a written
24 request to the Designator that (1) identifies the general categories of “HIGHLY
25 CONFIDENTIAL – ATTORNEY EYES ONLY” or “HIGHLY
26 CONFIDENTIAL – SOURCE CODE” material or information that the
27 receiving Party seeks permission to disclose to the expert, (2) sets forth the full
28 name of the expert and the city and state of his or her primary residence, (3)

1 attaches a copy of the expert's current resumé, (4) identifies the expert's current
2 employer(s), and (5) identifies (by name and number of the case, filing date,
3 and location of court) any litigation where the expert has offered expert
4 testimony, including by declaration, report, or testimony at deposition or trial,
5 in the past five years. If the expert believes any of this information at (4) - (5)
6 is subject to a confidentiality obligation to a third Party, then the expert should
7 provide whatever information the expert believes can be disclosed without
8 violating any confidentiality agreements, and the Party seeking to disclose the
9 designated material or information to the expert shall be available to meet and
10 confer with the Designator regarding any such confidentiality obligations.

11 **4.4.3** A Party that makes a request and provides the material or
12 information specified in Paragraphs 4.4.1 or 4.4.2 must wait seven calendar
13 days before disclosing any designated material or information to the identified
14 in-house counsel or expert. The Party may thereafter disclose the designated
15 material or information to the in-house counsel or expert unless, within seven
16 days of delivering the request, the Party receives a written objection from the
17 Designator providing detailed grounds for the objection.

18 **4.4.4** All challenges to objections from the Designator shall proceed
19 under C.D. Cal. Local Rules 37-1 through 37-4.

20 **4.5 Employees And Contractors Who Were Formerly Employed By The**
21 **Other Party.** Various employees and contractors have migrated from Data Trace to
22 Axis or from Axis to Data Trace. Some are subject to confidentiality agreements or
23 other restrictions concerning their ability to disclose the confidential information of
24 their former employer. To facilitate discussions with such former employees and
25 contractors, the Parties and their relevant outside retained expert consultants and
26 outside expert witnesses, as addressed further below, shall comply with the following
27 protocols governing such discussions and disclosures.
28

1 **4.5.1** A former employee or contractor who is currently employed or
 2 contracted by the other Party and who is bound by a pre-existing confidentiality
 3 agreement may disclose confidential information obtained in the course of his
 4 or her former employment to—and only to:

- 5 (a) His or her current employer's outside counsel of record; and
- 6 (b) That outside counsel's outside retained expert consultants and/or
- 7 outside expert witnesses.

8 The Party whose confidential information might thereby be disclosed waives
 9 any claim of breach of any such pre-existing confidentiality agreement.

10 **4.5.2** The following restrictions apply to such disclosures:

- 11 (a) Pursuant to Paragraph 4.3.2 of this Order, an outside retained
 12 expert consultant or outside expert witness may participate in such
 13 discussions only if he or she is cleared to receive information
 14 designated HIGHLY CONFIDENTIAL – ATTORNEY EYES
 15 ONLY;
- 16 (b) The Parties' respective outside counsel of record and their outside
 17 retained expert consultants or witnesses shall treat all confidential
 18 information received from the former employee or contractor of
 19 the other party as HIGHLY CONFIDENTIAL – ATTORNEY
 20 EYES ONLY under this Order; and
- 21 (c) Any such disclosures of confidential information by a former
 22 employee or contractor of the other Party shall be limited to the
 23 development, capabilities, use or marketing of Data Trace's data
 24 extraction software or Axis' Axis AI software. A former
 25 employee or contractor shall not disclose any other confidential
 26 material or information without first making a written request to
 27 his or her former employer, either directly or through counsel,
 28 identifying the general category of confidential material or

1 information that he or she desires to disclose and explaining its
 2 relevance to the Parties' claims or defenses asserted in this action
 3 (*see* FED. R. CIV. P. 26(b)(1)). The former employee or contractor
 4 making the written request must wait seven calendar days before
 5 disclosing that confidential material or information to his or her
 6 present employer's outside counsel or their outside retained expert
 7 consultants or witnesses, unless within seven days of delivering
 8 the request, the former employer makes a written objection
 9 providing detailed grounds for the objection. All challenges to
 10 objections from the former employer shall proceed under C.D.
 11 CAL. LOCAL RULES 37-1 through 37-4.

12 **4.5.3** This Paragraph 4.5 does not permit or require any former
 13 employee or contractor to disclose to his or her present employer or that
 14 employer's outside counsel of record or their outside retained expert
 15 consultants or witnesses:

- 16 (a) Any confidential information of his or her former employer that is
 17 not relevant to the Parties' claims or defenses asserted in this
 18 action (*see* FED. R. CIV. P. 26(b)(1)); or
- 19 (b) Any privileged attorney-client communications or attorney work
 20 product held by the former employer, and neither Party intends to
 21 waive any such privilege or work product protection.

22 **5. SOURCE CODE**

23 **5.1 Location And Supervision Of Inspection.** Any material or information
 24 designated "HIGHLY CONFIDENTIAL – SOURCE CODE" produced in discovery
 25 shall be made available for inspection in a format allowing it to be reasonably
 26 reviewed and searched, during normal business hours or at other mutually agreeable
 27 times, at an office of the designating Party's counsel or another mutually agreeable
 28 location. The source code shall be made available for inspection on a secured

1 computer in a secured room, and the inspecting Party shall not copy, remove, or
 2 otherwise transfer any portion of the source code onto any recordable media or
 3 recordable device. The Designator may visually monitor the activities of the
 4 inspecting Party's representatives during any source code review, but only to ensure
 5 that there is no unauthorized recording, copying, or transmission of the source code.

6 **5.2 Paper Copies Of Source Code Excerpts.** The inspecting Party may
 7 request paper copies of limited portions of designated source code that are reasonably
 8 necessary for the preparation of court filings, pleadings, expert reports, other papers,
 9 or for deposition or trial. The Designator shall provide all such source code in paper
 10 form, including Bates numbers and the label "HIGHLY CONFIDENTIAL –
 11 SOURCE CODE".

12 **5.3 Access Record.** The inspecting Party shall maintain a record of any
 13 individual who has inspected any portion of the source code in electronic or paper
 14 form, and shall maintain all paper copies of any printed portions of the source code in
 15 a secured, locked area. The inspecting Party shall not convert any of the information
 16 contained in the paper copies into any electronic format other than for the preparation
 17 of a pleading, exhibit, expert report, discovery document, deposition transcript, or
 18 other Court document. Any paper copies used during a deposition shall be retrieved
 19 at the end of each day and must not be left with a court reporter or any other
 20 unauthorized individual.

21 **6. PATENT PROSECUTION BAR**

22 Absent written consent from the Designator, any individual who receives
 23 access to material or information designated "HIGHLY CONFIDENTIAL –
 24 ATTORNEY EYES ONLY" or "HIGHLY CONFIDENTIAL – SOURCE CODE"
 25 shall not be involved in the prosecution of patents or patent applications concerning
 26 the field of the invention of the patents-in-suit for the receiving Party or its acquirer,
 27 successor, predecessor, or other affiliate during the pendency of this action and for
 28 one year after its conclusion, including any appeals. "Prosecution" means drafting,

1 amending, advising on the content of, or otherwise affecting the scope or content of
 2 patent claims or specifications. These prohibitions shall not preclude counsel from
 3 participating in reexamination or *inter partes* review proceedings to challenge or
 4 defend the validity of any patent, but counsel may not participate in the drafting of
 5 amended claims in any such proceedings.

6 **7. PROTECTED MATERIAL OR INFORMATION SUBPOENAED OR**
 7 **ORDERED PRODUCED IN OTHER LITIGATION**

8 **7.1 Subpoenas And Court Orders.** This Order in no way excuses non-
 9 compliance with a lawful subpoena or court order. The purpose of the duties
 10 described in this section is to alert the interested Parties to the existence of this Order
 11 and to give the Designator an opportunity to protect its confidentiality interests in the
 12 court where the subpoena or order issued.

13 **7.2 Notification Requirement.** If a Party is served with a subpoena or a
 14 court order issued in other litigation that compels disclosure of any material or
 15 information designated in this action as “CONFIDENTIAL”, “HIGHLY
 16 CONFIDENTIAL – ATTORNEY EYES ONLY”, or “HIGHLY CONFIDENTIAL –
 17 SOURCE CODE”, that Party must:

18 **7.2.1** Promptly notify the Designator in writing. Such notification shall
 19 include a copy of the subpoena or court order;

20 **7.2.2** Promptly notify in writing the Party who caused the subpoena or
 21 order to issue in the other litigation that some or all of the material or
 22 information covered by the subpoena or order is subject to this Order. Such
 23 notification shall include a copy of this Order; and

24 **7.2.3** Cooperate with all reasonable procedures sought by the Designator
 25 whose material or information might be affected.

26 **7.3 Wait For Resolution Of Protective Order.** If the Designator timely
 27 seeks a protective order, the Party served with the subpoena or court order shall not
 28 produce any material or information designated in this action as “CONFIDENTIAL”,

1 HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY” or “HIGHLY
 2 CONFIDENTIAL – SOURCE CODE” before a determination by the court where the
 3 subpoena or order issued, unless the Party has obtained the Designator’s permission.
 4 The Designator shall bear the burden and expense of seeking protection of its
 5 confidential material or information in that court.

6 **8. UNAUTHORIZED DISCLOSURE OF DESIGNATED MATERIAL OR**
 7 **INFORMATION**

8 If a receiving Party learns that, by inadvertence or otherwise, it has disclosed
 9 designated material or information to any person or in any circumstance not
 10 authorized under this Order, it must immediately (1) notify in writing the Designator
 11 of the unauthorized disclosure, (2) use its best efforts to retrieve all unauthorized
 12 copies of the designated material or information, (3) inform the person or persons to
 13 whom unauthorized disclosure was made of all the terms of this Order, and (4) use
 14 reasonable efforts to have such person or persons execute the Agreement To Be
 15 Bound (**Exhibit A** hereto).

16 **9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
 17 **PROTECTED MATERIAL OR INFORMATION**

18 When a producing Party gives notice that certain inadvertently produced
 19 material or information is subject to a claim of privilege or other protection, the
 20 obligations of the receiving Party are those set forth in FEDERAL RULE OF CIVIL
 21 PROCEDURE 26(b)(5)(B). This provision is not intended to modify whatever procedure
 22 might be established in an e-discovery order that provides for production without
 23 prior privilege review pursuant to FEDERAL RULE OF EVIDENCE 502(d) and (e).

24 **10. FILING UNDER SEAL**

25 Without written permission from the Designator or a Court order, a Party may
 26 not file in the public record in this action any designated material or information. A
 27 Party seeking to file under seal any designated material or information must comply
 28 with C.D. CAL. LOCAL RULE 79-5.1. Filings may be made under seal only pursuant to

1 a court order authorizing the sealing of the specific material or information at issue.
2 The fact that a document has been designated under this Order is insufficient to justify
3 filing under seal. Instead, the Party must explain the basis for confidentiality of each
4 document sought to be filed under seal. Because a Party other than the Designator
5 will often be seeking to file designated material or information, cooperation between
6 the Parties in preparing, and in reducing the number and extent of, requests for under
7 seal filing is essential. If a receiving Party's request to file designated material or
8 information under seal pursuant to C.D. Cal. Local Rule 79-5.1 is denied by the
9 Court, then the receiving Party may file the material or information in the public
10 record unless (1) the Designator seeks reconsideration within four days of the denial,
11 or (2) as otherwise instructed by the Court.

12 **11. FINAL DISPOSITION**

13 Within 60 days after the final disposition of this action, each Party shall return
14 all designated material and information to the Designator or destroy such material and
15 information, including all copies, abstracts, compilations, summaries, and any other
16 format reproducing or capturing any designated material or information. The
17 receiving Party must submit a written certification to the Designator by the 60-day
18 deadline that (1) identifies (by category, where appropriate) all the designated
19 material and information that was returned or destroyed, and (2) affirms that the
20 receiving Party has not retained any copies, abstracts, compilations, summaries, or
21 any other format reproducing or capturing any of the designated material or
22 information. This provision shall not prevent counsel from retaining an archival copy
23 of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
24 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
25 work product, and consultant and expert work product, even if such materials contain
26 designated material or information. Any such archival copies remain subject to this
27 Order.

1 Dated: June 23, 2016 SHEPPARD MULLIN RICHTER & HAMPTON LLP

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3 By s/ Kent R. Raygor
4 KENT R. RAYGOR

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6 Attorneys for Plaintiff and Counterdefendant
7 DATA TRACE INFORMATION SERVICES
8 LLC

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12 Dated: June 23, 2016 SLATER HERSEY & LIEBERMAN LLP

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14 By s/ Jonathan P. Hersey
15 JONATHAN P. HERSEY

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17 Attorneys for Defendant and Counterclaimant
18 AXIS TECHNICAL GROUP, LLC

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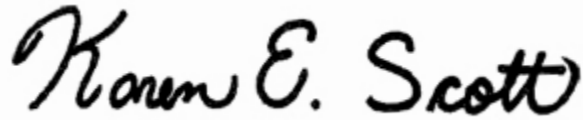
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1 The parties' Stipulated Protective Order Re Confidential Information is granted.
2 IT IS SO ORDERED.

3
4 Dated: June 27, 2016

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7 THE HONORABLE KAREN E. SCOTT
8 UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of
perjury that I have read in its entirety and understand the Protective Order that was
issued by the United States District Court for the Central District of California on
_____ [date] in the case of *Data Trace Information Services, LLC v. Axis
Technical Group, LLC*, C.D. Cal. Case No. SACV 15-01802 CJC (KESx). I agree to
comply with and to be bound by all the terms of that Protective Order, and I
understand and acknowledge that failure to so comply could expose me to sanctions
and punishment for contempt. I solemnly promise that I will not disclose in any
manner any material or information that is subject to this Protective Order to any
person or entity except in strict compliance with that Protective Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the Protective Order,
even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type
full name] of _____
[print or type full address and telephone number] as my California agent for service of
process in connection with this action or any proceedings related to enforcement of
this Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____